

13-00

NEGOTIATED AGREEMENT

BETWEEN

ASBURY PARK BOARD OF EDUCATION

AND

ASBURY PARK SUPERVISORS ASSOCIATION

(Department of Education)

X 1981-82 - 1982-83

LIBRARY  
Institute of Management and  
Labor Relations

AUG 5 1982

RUTGERS UNIVERSITY

ADOPTED May 20, 1982

### AGREEMENT

In accordance with the provisions of Chapter 123 of Laws of 1975, the BOARD OF EDUCATION OF THE CITY OF ASBURY PARK and the ASBURY PARK SUPERVISORS ASSOCIATION, for themselves, their successors and assigns, hereby mutually agree as follows:

ARTICLE I  
RECOGNITION AGREEMENT

Asbury Park Supervisors Association, having requested that it be recognized as the sole and exclusive majority representative for purposes of negotiating terms and conditions of employment for a bargaining unit consisting of certain department chairmen employed by the Asbury Park Board of Education, and the Asbury Park Education Association, having indicated its consent to the exclusion of these conditions and titles from its bargaining unit, the undersigned representative of the Asbury Park Board of Education and the Asbury Park Supervisors Association herewith agree as follows:

1. The Asbury Park Board of Education agrees to recognize the Asbury Park Supervisors Association as the sole and exclusive representative for purposes of negotiating terms and conditions of employment for a bargaining unit consisting of all Department Chairmen who are assigned supervisory responsibilities and who possess supervisory certification. In the event that other Department Chairmen positions are filled by individuals holding supervisory certification and assigned to perform

supervisory duties, those positions shall become part of the bargaining unit. The position of Athletic Director shall not be part of the bargaining unit.

2. This recognition shall take effect July 1, 1981.

Adopted by the Asbury Park Board of Education October 16, 1980.

## ARTICLE II

### LEAVES OF ABSENCE

A. In granting leaves of absence, it shall be the policy of the Board of Education to grant leaves of absence for personal illness, injury or quarantine, in accordance with the following rules and regulations:

1. In conformity with N.J.S.A. 18A:30-1, et seq., all supervisory personnel shall be allowed sick leave with full pay for twelve (12) days during each school year.

2. If any employee shall utilize less than twelve (12) days of sick leave with full pay allowed by N.J.S.A. 18A:30-1, et seq., the number of days not utilized during any school year shall accumulate without limit for additional sick leave with full pay during the subsequent years.

3. Sick leave shall mean the absence from his or her duty of any employee on account of personal disability due to illness or injury or on account of quarantine for the presence of a contagious disease in his or her immediate household.

4. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period shall be filed with the Superintendent.

B. In the case of the critical illness of a parent, brother, sister, husband, wife or child, irrespective of residence, and in the case of the critical illness of a relative who is a member of the employee's household, no deductions shall be made, provided such absence does not exceed three (3) days.

C. Five (5) school days on account of the death of a member of the employee's immediate family shall be excused without loss of salary.

1. The term "immediate family" as used in "C" above shall be understood to include only the following: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather or other relative who at the time of death has been a member of the employee's household.

2. For absence beyond the limit of five days allowed in case of death of a member of the employee's immediate family or in case of absence for death of any member of the family not included by the definition of "immediate family" or for absence due to death of any person not covered by these rules and regulations, a full deduction shall be made.

D. In the event of the marriage of an employee, or of an employee's parent, brother, sister or child, a deduction of substitute's pay shall be made for the day of the wedding. Absence for days in excess of one (1) shall be uncompensated.

E. In the case of absence from school by reason of subpoena by a court, no deduction in salary shall be made provided the subpoena is filed with the Secretary of the Board and the employee is not party plaintiff to the suit.

F. Six (6) instances of tardiness in reporting for duty, unexcused by the Superintendent of Schools, shall count as one-half day's absence, and a corresponding deduction shall be made.

G. A day's salary for employees working on a ten-month-per-year basis is defined as  $1/200$  of the annual salary. A day's salary for employees working on a twelve-month-per-year basis is defined as  $1/310$  of the annual salary.

H. If an employee is absent for a number of days for causes other than sick leave, and during the period of absence a holiday occurs, deduction for such holiday shall be the same as for the preceding days. If the holiday occurs at the beginning of the period of absence, or at the end of the period of absence, deduction shall be made for such holiday.

I. Employees absent for causes other than personal illness for a majority of the days the schools are in session during September, December and June, or immediately preceding or following a school vacation period, shall be paid only for the days of actual service.

J. Leaves of absence with full loss of pay, excepting that to which employees are entitled under the provisions of sick leave, may be granted by the Board for a limited and definite period.

K. All requests for leave for a definite term should be addressed to the Superintendent of Schools in writing, and should indicate the reason for the contemplated absence, and the date on which the employee expects to return to duty.

L. Full-time employees may be granted three (3) days of absence for conducting personal business when such business cannot be conducted during out-of-school hours. Requests for this privilege shall be submitted, in duplicate, to the Superintendent, in writing, at least three (3) days in advance of the desired absence. Such leave may not be granted for the day immediately preceding or following a school vacation period. The Superintendent may not deny leave arbitrarily. If requests are disapproved, the Superintendent shall post the reason. Should any of the days provided by this section not be used at the end of the school year, they will be added to the accumulating sick leave as provided in paragraph A2.

M. Days may be granted to any elected officers of the Asbury Park Supervisors Association to attend conferences and conventions of state and national affiliated educational organizations. Request for this privilege shall be submitted, in duplicate, to the Superintendent of Schools at least five (5) school days in advance of the desired absence. An annual aggregate of four (4) days maximum is hereby placed for this provision.



N. Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant, no later than the end of the first year of employment, full credit therefor. The amount of this credit is hereby fixed by this resolution of the Board and is uniformly applicable to all employees and subject to the provisions of Chapter 30 of N.J.S.A. Title 18A, Education.

O. Employees shall be given a written accounting of accumulated sick leave days no later than October 15th of each school year.

P. For ten month employees starting their employment after September 1st, and twelve month employees starting after July 1st, all paid leave time shall be calculated on a pro-rated basis in proportion to the number of months remaining in the school year, with fractions of a day rounded off to the next whole day. The total amount of such pro-rated leave shall be available to the employee from the first day of employment.

### ARTICLE III

#### INSURANCE PROTECTION

A. The Board of Education hereby agrees to provide the payment of premiums for family coverage in the New Jersey Public and School Employees Health Benefit Plan for all eligible employees beginning July 1, 1981.

Effective May 1, 1982, the Board of Education shall only provide monies for coverage in accordance with the attached listing of coverage codes and rates. Should the cost of any such coverage exceed this rate schedule, the additional cost shall be negotiable.

B. Eligible employees are defined as those permanent, full time employees who are not presently receiving similar family health benefits coverage under any plan as the result of the employment of a spouse or other member of the employee's family. It is expressly intended that the Board of Education will not pay the premiums for similar family coverage for any employee presently receiving or presently eligible to receive similar family coverage under any conditions of employment of a spouse or other member of the employee's family. Individuals who are presently eligible to receive these benefits from the Asbury Park Board of Education shall become ineligible at such time in the

future when they become eligible to receive similar family insurance coverage through the employment of a spouse or other member of their family.

C. Effective July 1, 1981, the period July 1, 1982 through June 30, 1983, the Board of Education hereby agrees to provide a dental insurance program. The cost per individual supervisor employee shall not exceed the cost per individual to the Board of Education of the dental insurance program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Supervisors Association understands and agrees that its members would be each required to contribute to the dental insurance program, in the same amount required of the Education Association.

D. Effective July 1, 1981, the Board of Education shall provide a prescription drug program. The cost of such program per individual supervisor employee shall not exceed the cost per individual to the Board of Education of the prescription drug program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Supervisors Association understands and agrees that its members would each be required to contribute to the prescription drug program, in the same amount required of the Education Association

May, 1982

SUPPLEMENT TO ARTICLE III - INSURANCE PROTECTION -1981-82 and 1982-83  
Asbury Park Education Association and Asbury Park Board of Education

NEW JERSEY STATE HEALTH BENEFITS PROGRAM

Local - Participating - 92000 Group

Includes Basic Benefits, Extended Coverage (Rider J),  
and Major Medical Coverage

HEALTH BENEFITS COVERAGE CODES

DESCRIPTION OF COVERAGE	EMPLOYEE & SPOUSE UNDER 65 <i>No Medicare</i>	EMPLOYEE ONLY OVER 65 <i>Or Under Medicare</i>	EMPLOYEE & SPOUSE OVER 65 <i>Or Under Medicare</i>	SPOUSE ONLY OVER 65 <i>Or Under Medicare</i>
Employee Only	10	11		
Husband & Wife	40	41	42	43
Family	50	51	52	53
Employee & Child	80	81		

COVERAGE CODE	Premium Charges per Month		
	EMPLOYER	DEPENDENT	TOTAL
10	\$40.63	--	\$40.63
11	29.05	--	29.05
40	40.63	51.29	91.92
41	29.05	40.91	69.96
42	29.05	29.27	58.32
43	40.63	29.27	69.90
50	40.63	60.32	100.95
51	29.05	61.95	91.00
52	29.05	50.31	79.36
53	40.63	50.31	90.94
80	40.63	21.04	61.67
81	29.05	21.04	50.09

#### ARTICLE IV

##### DEDUCTIONS FROM SALARY

A. DUES AUDIT. The Board agrees to pay the dues of the Asbury Park Supervisors Association to the New Jersey Education Association, the National Education Association, or any one or any combination of such similar professional associations as such employees individually and voluntarily authorize the Board to pay.

B. SAVINGS DEDUCTIONS. In accordance with N.J.S.A. 40:11-26, the Board of Education authorizes and directs the Secretary of the Board to transmit to the Treasurer of the Monmouth-Ocean Teachers' Federal Credit Union the fixed monthly deductions withheld from employees enrolled in the savings plan. Deductions are to be transmitted to the Treasurer of Mon-Oc Teachers Credit Union on a semi-monthly basis. Each employee shall indicate, in writing, fixed deductions made from his compensation for payment to said credit union. Any such written authorization may be withdrawn upon filing of written notice of said withdrawal with the Secretary of the Board; however, the amount to be deducted shall remain fixed during the duration of the fiscal year or school year, and shall not be subject to change with the exception of the aforementioned withdrawal. This action shall become effective for the beginning of the school year immediately following the adoption of this resolution.

C. SAVINGS DEDUCTION. TAX SHELTERED ANNUITY.

1. That the Secretary of the Board of Education of the City of Asbury Park be authorized and directed to take such actions as are reasonable and necessary to effect the purchase of such annuities under group annuity contract or contracts issued by any insurance company authorized to sell tax sheltered annuities in the State of New Jersey and to approve, on behalf of the Board of Education, employees' agreement with the school district for reduction in contract salary, the amount of such reductions with respect to each employee to be remitted to any insurance company authorized to sell tax sheltered annuities in the State of New Jersey for the purpose of effecting such annuities.

2. Employees may enroll January 1st with a cut-off date of December 15th.

3. Employees may enroll September 1st with a cut-off date of August 15th.

4. Deductions are to be made bi-monthly, January through June and September through December. No deductions will be made during the months of July and August.

# ARTICLE V

## SALARY GUIDE

STEP	BASE	+	TEACHER	+	NON-PROFESSIONAL
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### 1981-82

1	500	+	70		25
2	600	+	100		25
3	700	+	100		25

### 1982-83

1	500	+	70		25
2	600	+	100		25
3	700	+	125		25

### 1981-1982

DEPARTMENT	STEP	BASE	NO. OF STAFF		TOTAL
Business	3	700	6 (100)	= 600	1300
Physical Ed.	3	700	11 (100)	= 1100	1800
Music & Fine Arts	3	700	4 (100)	= 400	1100
Mathematics	1	500	10 ( 70)	= 700	1200
Guidance	3	700	9 (100)	= 900	
			3 ( 25)	= 75	1675
Social Studies	3	700	7 (100)	= 700	1400
Career-Middle	3	700	1 (100) + 1 (25)	= 125	825
Guidance-Middle	3	700	2 (100) + 1 (25)	= 225	925

## ARTICLE VI

All other agreements and policies, whether filed with the Public Relations Commission or not, shall continue in effect, except where inconsistent herewith.



## ARTICLE VII

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Asbury Park Supervisors Association before they are established. This clause shall expire upon the expiration of this Agreement or the repeal of Chapter 303 of the Laws of 1968, whichever shall first occur. Nothing herein contained shall deny the right of the Board of Education to terminate benefits not granted in accordance with policies heretofore adopted by the Board of Education.

#### ARTICLE VIII

Throughout the term of this Agreement and the salary years covered thereby, discussions between the administration and supervisory staff will take place on items of mutual interest at reasonable times. Agreement arrived at during the pendency of this Agreement and approved by the Board may be added hereto by supplement.

## ARTICLE IX

### EARLY RETIREMENT

A. 1981-82. Employees who have attained the age of fifty-five (55) years but less than the mandatory retirement age, and who have twenty-five (25) years of service in the Pension Fund, and not less than ten (10) years in the Asbury Park School District, may receive increased payment for unused sick leave upon retirement if the following conditions are met. Persons so qualified as defined above shall give notice of intention to retire prior to September 30, 1981, with actual retirement taking place on or prior to December 31, 1982. Payment in these instances shall be made for unused sick leave at the rate of \$35.00 per day for teachers and \$20.00 per day for non-professional staff. If notice of intention to retire is not given by September 30, 1981, this payment for unused sick leave shall be at the rate of \$20.00 per day for teachers and \$15.00 per day for non-professional staff.

B. 1982-83. For employees who will first meet the criteria for early retirement (age 55, 25 years of service in the Pension Fund and not less than 10 years of service in Asbury Park) some time during the 1982-83 contract year, payment for unused sick leave shall be at the rate of \$35.00 per day for teachers and \$20.00 per day for non-professional staff. This increased benefit

shall only accrue if notice of intention to retire is given prior to March 31, 1982, and such retirement actually takes place between July 1, 1982, and December 31, 1982. If notice of intention to retire is not given prior to March 31, 1982, then payment shall be at the rate of \$20.00 per day for teachers and \$15.00 per day for non-professional staff.

ARTICLE X

EMPLOYEE RIGHTS.

No employee shall be disciplined except for just cause.

ARTICLE XI

MODIFICATION OF AGREEMENT

A. Any modification to this Agreement that may be reached by the parties during the term of this Agreement, shall be reduced to writing, signed by the parties, and shall become a part of this Agreement.

B. Modifications by the Asbury Park Education Association and the Board to the basic teachers' agreement are to be part of this Agreement insofar as they pertain to the teaching role of department chairpersons.

## ARTICLE XII

### BINDING ARBITRATION GRIEVANCE PROCEDURE

A. Under the Binding Arbitration Grievance Procedure, a grievance is defined to mean an alleged violation of the contract or Board policy.

#### B. GENERAL

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative no later than thirty (30) calendar days following its alleged occurrence.

2. The Association shall have the right to have up to two (2) representatives present at all steps.

#### C. PROCEDURE

1. **LEVEL ONE** - Any employee who has a grievance shall discuss it first with the immediate supervisor in an attempt to resolve the matter informally at that level.

2. **LEVEL TWO** - If as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant within five (5) school days of the informal conference, the grievant shall set forth his complaint in writing to the Superintendent or Assistant Superintendent. The statement

shall include the nature of the grievance, the loss to the grievant, the results of his previous discussion and his dissatisfaction with the decision previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

3. LEVEL THREE - If the grievance is not resolved at Level Two, the grievant may submit his grievance to the Board of Education not later than ten (10) school days after receipt of the Superintendent's decision in Level Two. The Board of Education shall review the grievance and render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

4. LEVEL FOUR

a. If the grievance is not resolved at Level Three, the grievant may request that the matter be submitted to arbitration. Such request for arbitration must be submitted to the Superintendent of Schools not later than fifteen (15) days after receipt of the decision by the Board.

b. The parties shall attempt to mutually agree upon an arbitrator but if they are unable to reach agreement they shall request the Public Employment Relations Commission to appoint an arbitrator in accordance with PERC's rules.



c. The arbitrator shall confer with the representative of the parties and hold appropriate hearings and submit his decision in accordance with the rules of PERC. The arbitrator shall be without power or authority to make any decision which modifies any provision of this Agreement or Board policy.

D. MISCELLANEOUS.

1. The costs for the services of the arbitrator shall be equally borne by the Board and the grievant.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding, dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

### ARTICLE XIII

#### MISCELLANEOUS

This Agreement shall constitute a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion,

transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:

Allen B. Weissberger, Secretary  
Asbury Park Board of Education  
Administrative Offices  
1506 Park Avenue  
Asbury Park, N.J. 07712

2. If by Board, to Association at:

Mr. Serge Rey, President  
Asbury Park Supervisors Association  
Asbury Park High School  
Sunset Avenue  
Asbury Park, N.J. 07712

ARTICLE XIV

This Agreement shall expire June 30, 1983.

ASBURY PARK BOARD OF EDUCATION

By-

*Thomas T. Burgess*

ATTEST:

*Allen B. Kissel*  
SECRETARY

DATE:

5/25/82

ASBURY PARK SUPERVISORS  
ASSOCIATION

By-

*Dennis Reef*

ATTEST:

*Daniel L. Parrott*  
SECRETARY

DATE:

5-25-82

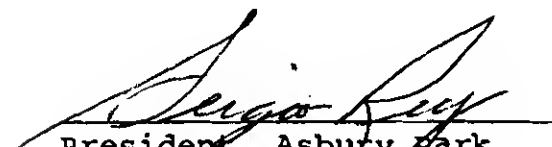
Amendment to Negotiated Agreement

That the Board approve the following amendment to  
 Article V of the Negotiated Agreement between the Asbury Park  
Board of Education and the Asbury Park Supervisors Associa-  
tion, which was adopted May 20, 1982:

- (a) That the position of Elementary Department Chairperson for Science and Math be added to the list of Department Chairpersons; and that this position be placed on the approved salary guide. For purposes of placement on this guide, the number of staff (72) shall be divided by seven and multiplied by the appropriate salary amount as determined by the Negotiated Agreement.
- (b) That the Board appoint Mrs. Sylvia E. Thomas as Department Chairperson for Elementary Science and Math, Grades K-8, from September 1, 1982 through June 30, 1983 in accordance with the formula below.

<u>Department</u>	<u>Step</u>	<u>Base</u>	<u>No. of Staff</u>	<u>Total</u>
Elem. Science&Math	3	700	$72 \div 7 = 10$ (125)=1250	1950

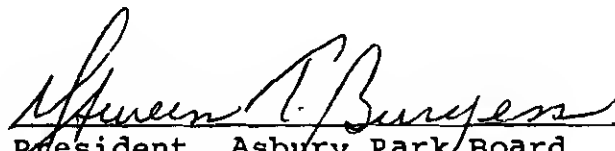
Adopted by the Asbury Park Board of Education December 16, 1982.

  
 President, Asbury Park  
 Supervisors Association

Vice President, Asbury Park  
 Supervisors Association

Date

12/21/82

  
 President, Asbury Park Board  
 of Education

Secretary, Asbury Park Board  
 of Education

Date

12/23/82

X Filed January 11, 1983